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Vice President
Post Office Box 190
Aurora, Illinois 60507

**Northern Illinois Gas Company
d/b/a Nicor Gas Company**

Ill.C.C. No. 16 - Gas

4th Revised Sheet No. 47

(Canceling 3rd Revised Sheet

No. 47 Effective May 31, 1997)

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Terms and Conditions

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

(Continued From Sheet No. 46)

Unaccounted-For Gas Adjustment.

All Customer-owned gas delivered to the Company shall be reduced by the unaccounted-for gas percentage determined annually for the most recent 12 months ended June 30 to be effective the following September 1.

*** Maximum Daily Contract Quantity Determination.**

The initial Maximum Daily Contract Quantity of a Customer without 12 months daily metering history, or for whom daily metering information is not available, shall be determined from the Customer's maximum billing period usage from the previous calendar year's billing history, adjusted to a 30-day basis, according to the following formula:

$$\frac{\text{Peak Billing Period Therms} \times 30}{\text{Billing Period Days} \times 21}$$

The initial Maximum Daily Contract Quantity of Customers with at least 12 months of daily metering history will be determined by the greater of:

- a. the highest daily usage from the previous 12 months as recorded by the metering device; or
- b. The results of a regression analysis on the usage of the most recent calendar year for January, February, and December as recorded by the metering device and applied to a 79-degree day.

Thereafter, annually, the Company shall predetermine the Maximum Daily Contract Quantity of Customers based on the previous calendar year. Customers shall be informed of the applicable Maximum Daily Contract Quantity by April 1 of each year. If the predetermined Maximum Daily Contract Quantity is within five percent of the previous year's Maximum Daily Contract Quantity, no change will be made. The Maximum Daily Contract Quantity so determined shall be effective for the next 12 billing months beginning with the Customer's first bill with an ending meter reading after June 1. The Company may accept a change to a Customer's MDCQ provided it can be substantiated. The Company reserves the right to refuse to enter into any contract which specifies an unreasonably high Maximum Daily Contract Quantity.

To determine a Maximum Daily Contract Quantity for a Group served under Rider 16, Supplier Aggregation Service, base use and heat use factors will be applied to a 79 degree day in January.

Critical Day Definition.

A Critical Day shall be a day which may be declared by the Company whenever any of the following five conditions occurs or is anticipated to occur: (a) when the Company experiences failure of transmission, distribution, gas storage or gas manufacturing facilities; (b) when transmission system pressures or other unusual conditions jeopardize the operation of the Company's system; (c) when the Company's transmission, storage, and supply resources are being used at or near their maximum rated deliverability; (d) when any of the Company's transporters or suppliers call the equivalent of a Critical Day; or (e) when the Company is unable to fulfill its firm contractual obligations or otherwise when necessary to maintain the overall operational integrity of all or a portion of the Company's system.

(Continued on Sheet No. 48)

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**Rider 6
Gas Supply Cost**

Applicable to All Rates

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The Gas Charges shall be determined in accordance with the provisions of this rider.

*** Section A - Applicability**

The Gas Charges' general definitions and their applicability shall be as follows. These charges are applicable to all rates except as specifically noted. The monthly charge for each Gas Charge shall be determined in accordance with Section F.

<u>Type</u>	<u>Description</u>
CGC	Commodity Gas Cost - A commodity related, per therm, gas cost recovery mechanism applied to all Company-supplied therms delivered or estimated to be delivered.
NCGC	Non-Commodity Gas Cost - A non-commodity related, per therm, gas cost recovery mechanism applied to all Company supplied therms delivered or estimated to be delivered.
GC	Gas Cost - The sum of CGC and NCGC.
DGC	Demand Gas Cost - A non-commodity related, per contract therm, gas cost recovery mechanism applied to the contracted backup levels of transportation Customers. This charge is the backup level based counterpart to the NCGC. Revenues arising through the application of this charge will be credited to the NCGC.
ABSC	Aggregator Balancing Service Charge - Primarily a non-commodity related, per therm, gas cost recovery mechanism applied to all deliveries or estimated deliveries of gas to the Customer's facilities under the provisions of Rider 15, Customer Select, and billed to Suppliers providing service to Customers under Rider 16, Supplier Aggregation Service. This charge is the usage level based counterpart to the NCGC, and excludes firm transportation costs for which the Supplier is directly responsible. The charge may also include costs associated with the purchase of supplies during periods of Operational Flow Orders necessary to maintain the reliability of the system. Revenues arising through the application of this charge will be credited to the NCGC, except for revenues associated with commodity costs during periods of Operational Flow Orders, which shall be credited to the CGC.
TS	Transition Surcharge - The transition surcharge, per therm, recovery mechanism applied to the deliveries or estimated deliveries of Customer-owned gas to the Customer's facilities. The Company will credit any end user that can document the payment to the Company's satisfaction of Gas Supply Realignment (GSR) costs to a pipeline that is also billing transition costs to the Company up to the amount of GSR costs billed to the end user by the Company. Revenues arising through the application of this charge will be credited to the CGC.

(Continued on Sheet No. 59)

Rider 15
***Customer Select**

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Applicable to Rates 1, 4, 10 and 11

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*** Availability.**

Service under this rider is available to all Customers who enter into a contract with an approved Supplier as specified under Rider 16, Supplier Aggregation Service or are being served under the Customer Select Pilot Program as of the effective date of this tariff. Municipal accounts receiving franchise gas or accounts with multiple meters will not be eligible for service under this rider.

Customer shall enter into an agency contract with a Supplier no sooner than March 1, 2001 except for currently participating customers. Service under this Rider shall begin with the first bill with a beginning reading date at least 14 calendar days from the date the Company receives notification of the Customer's enrollment in the program. Customer must have an actual meter reading date within an acceptable time period, determined solely by the Company.

*** Charges.**

The rates for service hereunder shall be those of the Customer's companion rate, excluding Rider 6, Gas Supply Cost.

In the event full payment for services rendered to the Supplier, as provided under Rider 16, is not received from the Supplier, each Customer served by the Supplier shall be billed directly for any gas related costs originally billed to the Supplier for such service received at each Customer's service location for the applicable billing period(s), to the extent that such charges are not recovered from the Supplier's deposit, letter of credit or parental guarantee.

*** Billing Date.**

The Company shall issue its bill for transportation service under this rider directly to the Customer on the Company's normal billing schedule. Customers receiving service under this Rider shall not be allowed to designate their Supplier as the bill recipient for bills rendered by the Company.

*** Company/Supplier/Customer Contracts.**

The Customer's Supplier shall warrant that it has obtained agreement with the Customer specifying the Supplier as the sole agent for the Customer under this program. The Company, in turn, will notify the Supplier as to the Customer's beginning date of enrollment into the program. In the event that a Customer contracts with more than one Supplier during a billing period, the Company will accept the first notification it receives from a Supplier as a valid contract by the Customer. Thereafter, the Supplier shall notify each Customer of enrollment in the program. Customers shall be served under this Rider until they or their Supplier notifies the Company to terminate their participation.

(Continued on Sheet No. 75.2)

Rider 15
***Customer Select**

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(Continued From Sheet No. 75.1)

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*** Changing Suppliers.**

A Customer may change its Supplier no more than once every billing period. A change of Supplier will become effective with the first bill with a beginning reading date of at least 14 calendar days from the date the Company receives notification of the requested change. It is the Customer's responsibility to coordinate any required contractual arrangements with Suppliers.

*** Termination of Service.**

Customers that change service locations within the Company's service territory will continue to receive service under Customer Select unless the Company is otherwise instructed by the Customer or their Supplier.

Customers may terminate their participation in the Customer Select program at any time by notifying either the Company or their Supplier. Upon receipt of the notice to terminate, Customers shall be terminated from the program effective with the next billing period. A Supplier may refuse to continue serving a Customer subject to providing notice to the Customer and the Company. Customers that are 45 days or more in arrears for payment of services rendered by the Supplier, may be prospectively returned to Nicor Gas sales service at the Supplier's request. In the event that the Customer returns to sales service for any reason other than non-payment to the Supplier, the Customer shall have 45 days from the time of termination to select another Supplier or the Customer will be placed on sales service for a period of not less than twelve months starting from the date of such termination. Customers returned to sales service by Supplier because of non-payment will be placed on sales service for a period of not less than twelve months starting from the date of such termination.

*** Billing and Payment.**

The Customer may make payment arrangements with the Company that include the amount owed the Supplier, provided the Supplier agrees with such arrangements. Monies received by the Company from third-parties, such as the Low Income Home Energy Assistance Program, for the benefit of the Customer, if agreed to by the contributing third-party, shall first be used to pay any Company amounts and then any amounts owed the Supplier.

In the event the Company has to cancel and rebill a Customer, the Customer shall be notified by its current or previous Supplier of any changes to amounts owed to the Supplier for the Supplier's services, including any refunds owed by the Supplier to the Customer.

General.

Except as specified herein, all other provisions of the Customer's rate shall apply. The Schedule of which this rider is a part includes certain Terms and Conditions. Service hereunder is subject to those Terms and Conditions, including any changes authorized by the Commission subsequent to the initial effective date of this rider.

Rider 16
Supplier Aggregation Service

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Applicable to Rider 15

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*** Availability.**

Service under this rider is available to any approved Supplier representing a group of Customer accounts being served under Rider 15, Customer Select.

Participation shall be limited to Customers enrolled and included on Supplier's lists of participating Customers beginning March 1, 2001 and Customers receiving service under Rider 15, Customer Select Pilot Program as of the effective date of this tariff.

Suppliers shall enter into Supplier Aggregation Agreement with the Company to transport gas from an interconnection between the Company and a pipeline to a Customer and the following requirements shall also apply:

- (a) the Supplier shall contract for transportation of direct purchases from the delivery point of the seller to an existing pipeline interconnection with the Company's facilities as approved by the Company, which interconnection, in the sole judgment of the Company, is capable of receiving the Supplier's gas without impairment of anticipated deliveries of any gas supplies to be purchased by the Company for general use; and
- (b) the final pipeline transporter of such gas shall agree to provide daily delivery data for such gas to the Company; and
- (c) satisfactory evidence of Supplier's contracts with seller(s) and intrastate or interstate transporters shall be provided to the Company; and
- (d) all such arrangements shall have been approved by each regulatory agency having jurisdiction over such matters, to the satisfaction of the Company.

*** Charges.**

There will be a one-time application charge of \$2,000 per Supplier at the time of submitting a completed Supplier Aggregation Agreement.

Monthly charges for each Group shall be the sum of (a) through (j).

- (a) Group Charge
\$200.00 per month. A Supplier may form a Group with any number of Customers included.
- (b) Account Charge
\$1.00 per Customer account included in the Group as of the end of the month.
- (c) Group Additions
\$10.00 per each Customer account added to a Group except for those Customers switching from sales service. For Transportation Customers that are removed from a Group, the Fee for Group Changes as specified in Terms and Conditions of this Tariff, Sheet No. 51, shall also apply. Any gas remaining in storage as of a Transportation Customer's beginning date for Customer Select, shall be valued at the price reported in Natural Gas Week, or a similar publication if Natural Gas Week is not available, for Chicago area spot gas times 0.90. The price used will be the most current published price prior to the Customer's beginning date for Customer Select.

(Continued On Sheet No. 75.4)

Rider 16
Supplier Aggregation Service

(Continued From Sheet No. 75.3)

(d) Cash-Out Amount

The cash-out amount will be the variance between (1) the difference between the Supplier's Required Daily Deliveries to the Company plus any storage activity and the Group's use for the month, and (2) two times the Group's estimated maximum daily contract quantity (MDCQ), multiplied by 100% of the Monthly Market Price prior to March 1, 2001 and three times the Group's estimated maximum daily contract quantity, multiplied by 100% of the Monthly Market Price, thereafter. The Monthly Market Price shall be the "Daily Midpoint" for each day identified in Gas Daily, in the table entitled "Daily Price Survey" for deliveries to Chicago-LDCs, large end users, weighted by Company net purchases for each day of the month. For purposes of determining which issue of Gas Daily reports the range of prices of gas flowing on the day in the month, the date listed at the top of the column shall be the date applicable to the prices published in that column. Gas shall be priced using the closest date prior to the delivery date. For example, Friday's date would be used to price Saturday, Sunday and Monday gas volumes. In the event that Gas Daily is unavailable, then a reported Chicago citygate price of a similar publication, as determined in the Company's sole discretion, shall be used.

The Required Daily Deliveries of the Supplier shall be adjusted for the volume of over or under deliveries equal to or less than two times the Group's estimated maximum daily contract quantity in a succeeding month prior to March 1, 2001 and three times the Group's estimated maximum daily contract quantity in a succeeding month, thereafter.

(e) Gas Supply Charge

The Gas Supply Charge shall be the sum of the following: (1) Transition Surcharge (TS); (2) Storage Service Cost Recovery Charge (SSCR); and (3) the Aggregator Balancing Service Charge (ABSC) multiplied by the Group's total use in the calendar month, each such component as determined in Rider 6, Gas Supply Cost.

(f) Firm Delivery Charge

In the event a Supplier does not obtain the required firm transportation service and firm supply service, as specified below, by November 1 for Customers participating in Customer Select, the Firm Delivery Charge shall be the Non-Commodity Gas Cost (NCGC), as determined in Rider 6, Gas Supply Cost, multiplied by the Group's use in the calendar months November 1 through March 31. The Firm Delivery Charge shall be charged in place of the ABSC as specified in item (e) above.

(g) Critical Day Non-Performance Charge

For each therm of underdelivery of Required Daily Deliveries on a Critical Day, the Company will sell gas to the Group and the charge shall be the sum of \$6.00 per therm plus the higher of: (a) the Rider 6 Gas Supply Cost; or (b) the Market Price as defined in the Terms and Conditions applicable to this rider.

For each therm of overdelivery of Required Daily Deliveries on a Critical Day, the Company will purchase gas from the Group and the payment shall be 100% of the low price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance. In the event that Gas Daily is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

(Continued On Sheet No. 75.5)

Rider 16
Supplier Aggregation Service

(Continued From Sheet No. 75.4)

(h) Operational Flow Order Non-Performance Charge

On any day where the Company has imposed an operational flow order, each therm of underdelivery of the Required Daily Delivery Range will be sold to the Group and the charge will be 200% of the high price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance. In the event that Gas Daily is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

On any day where the Company has imposed an Operational Flow Order, each therm of overdelivery of the Required Daily Delivery Range will be purchased from the Group and the payment will be 50% of the low price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance.

(i) Required Daily Delivery Non-Performance Charge

For each therm of underdelivery below the Required Daily Delivery Range, as defined below, on any day other than a Critical Day or when an Operational Flow Order has been issued, the Company will sell gas to the Group and the charge shall be 110% of the high price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance. In the event that Gas Daily is unavailable, then a reported Chicago citygate price of another similar publication, as determined in the Company's sole discretion, shall be used.

For each therm of overdelivery above the Required Daily Delivery Range on any day other than a Critical Day or when an Operational Flow Order has been issued, the Company will purchase gas from the Group and the payment shall be 90% of the low price of gas as reported for Chicago citygate deliveries by Gas Daily for each day of Non-Performance.

(j) Month End Required Delivery Non-Performance Charge

For each calendar month where total deliveries by the Supplier for a Group varies by more than plus or minus two percent from the Group's total Required Daily Deliveries for the month, the Company will charge the Supplier, based on the variance, a Non-Performance charge of \$1.00 for each therm exceeding the plus or minus two percent.

Revenues and costs arising from items (d), (e), (f), (g), (h), (i) and (j) shall be included in Rider 6, Gas Supply Cost.

*** Required Daily Deliveries.**

Required Daily Deliveries shall be the amount of gas a Supplier is required by the Company to deliver to the Company's citygate each day. Before the first of each month, the Company shall provide to the Supplier, for each of the Supplier's Groups, a planned schedule of daily gas deliveries as a function of heating degree days. During the calendar month, on the business day before each gas day, the Company shall notify each Supplier by 8:30 A.M. of the Required Daily Deliveries for the gas day and an estimate of the Required Daily Deliveries for the next four gas days, based on the most recent forecast of heating degree days available to the Company.

(Continued On Sheet No. 75.6)

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(Continued From Sheet 75.5)

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The planned delivery schedules provided at the beginning of the month will generally be based on several factors in addition to the number of heating degree days, including the Company's plans for utilizing storage during the month. Each Group's allocation of storage injections or withdrawals for each day in the month shall be based on the Company's plans for utilizing storage for the entire distribution system for that month and on the Group's share of the total design day use of the Company's distribution system. A Group's Required Daily Deliveries shall equal the Group's expected load, which is determined by the Company from estimating factors for base use and temperature-sensitive use, plus or minus an adjustment for the Group's allocation of storage injections or withdrawals, plus or minus any allowed over or under deliveries from preceding months, and an adjustment for the applicable unaccounted-for gas percentage. Supplier will make all nominations to the Company electronically.

*** Required Daily Delivery Range**

On any day, except a Critical Day or a day when the Company has imposed an Operational Flow Order, a Supplier may deliver to the Company the Required Daily Delivery amount, plus or minus ten percent of the estimated average daily usage for the Group for the month, for the months November through April, or the estimated average daily deliveries for the month, for the months May through October, defined as the Required Daily Delivery Range, as calculated and provided by the Company. On a day when the Company has issued an Operational Flow Order, the Required Daily Delivery Range may be adjusted to address the Company's operational concerns. On a Critical Day prior to March 1, 2001, the Group shall be required to deliver 28 percent of their MDCQ, thereafter the greater of the Supplier's firm supply requirements as estimated on October 1 or 32 percent of the Group's current MDCQ shall be required. At the end of the month, a Supplier's total deliveries for the month must be within two percent of the Supplier's total Required Daily Deliveries for the month.

Failure of the Supplier to deliver gas within the Required Daily Delivery Range on a daily basis or within two percent of the sum of Required Daily Deliveries on a monthly basis, will result in Non-Performance Charges, as specified above. The Company reserves the right to refuse to accept gas quantities in excess of the Required Daily Delivery Range.

*** Storage.**

Each Group shall be assigned storage capacity at the rate of 26 times the Group's MDCQ. Additionally, storage capacity of four times the Group's MDCQ prior to March 1, 2001 and six times the Group's MDCQ, thereafter, will be filled by the Group with commodity to two and three times the Group's MDCQ, respectively. Such commodity and storage capacity will be held to balance deliveries, use and storage for the Group. The amount of gas to be injected or withdrawn from storage shall be determined by the Company and included in the determination of Required Daily Deliveries. Such amounts shall be determined, in the Company's sole discretion, consistent with the Company's storage activity plan, the estimated requirements of the Group as determined by the Company and the amount of gas held in storage for the Group.

Bill Issue Date.

A calendar month-end bill shall be issued to the Supplier showing the amount of gas received, storage activity and amount delivered to Group members. The amount of gas delivered to Group members shall be determined by the metered use of Group members adjusted by estimated use, based on base use and heat use factors, for the unmetered periods of the month.

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(Continued from Sheet No. 75.6)

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*** Month-End Cash Out.**

At the end of each month, the Company shall compare the total amount of Required Daily Deliveries for the Group adjusted for unaccounted-for gas, to the amount delivered to Customers and injected or withdrawn from storage. For the months of May through October, the amount injected will be based upon the Group's proportion of the Company's injection plan for the month. For the months of November through April, the storage activity will be based upon the Group's proportion of the physical activity in the Company's on-system storage facilities. Any over or under delivery up to two times the Group's MDCQ prior to March 2001, and three times the Group's MDCQ, thereafter, shall be carried forward to a succeeding month and reflected in the Required Daily Deliveries. Any excess over or under delivery shall be cashed out, (i.e., purchased from or sold to the Group) at the Monthly Market Price as defined above and shall appear as either a charge (under delivery) or a credit (over delivery) on the Supplier's bill.

*** Company and Supplier Contract.**

Upon payment of the Application Charge, the Company and Supplier shall enter into a Supplier Aggregation Agreement, in a form specified by the Company, which shall specify the obligations of the Supplier under Riders 15 and 16. The Company shall evaluate the capabilities of the Supplier. Supplier shall provide adequate assurances of payment to the Company in the form of a cash deposit, letter of credit or parental guarantee, at the Company's discretion, in an amount equal to the estimated maximum daily contract quantity, in therms, of Customers served by the Supplier, multiplied by \$2.00 per therm. Such amount shall be determined based on the Customers served by the Supplier.

The Supplier shall annually provide copies of firm citygate supply supported by firm interstate pipeline transportation with a primary delivery point of the Company's interconnection with the pipeline, or firm supply contracts and firm interstate pipeline transportation to the Company's citygate as the primary delivery point, sufficient to provide a minimum of 28 percent of the Group's maximum daily contract quantity for the period November 1, 2000 through March 31, 2001 and 32 percent of the Group's maximum daily contract quantity as of October 1, for each corresponding period thereafter. If released capacity is relied upon, documentation must demonstrate that the released capacity is non-recallable during the November 1 through March 31 period. Each Supplier must warrant that neither it nor its firm supplier, if applicable, has any firm obligations that are in conflict with the capacity to be used to serve Rider 15 Customers. In the event the Supplier does not hold the required firm supply and transportation contracts by November 1 of each year, the Company shall charge the Supplier the Company's Non-Commodity Gas Cost (NCGC), in place of the ABSC, as filed from time to time as part of Rider 6, Gas Supply Cost, times the Supplier's Customers' use for each billing period from November 1 through March 31.

*** System Operational Controls**

The Company shall maintain actual physical and operational control of all storage, transmission, distribution and other facilities on its system. Each shipper shall provide the Company with the names of at least two persons, along with their telephone and telefax numbers, for the Company to contact on operating matters (including Operational Flow Orders and Critical Day notices) at any time, on a 24-hour a day and 365-day a year basis. Such contact persons must have the proper authority and adequate expertise to handle such operating matters.

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Rider 16
Supplier Aggregation Service

ILLINOIS COMMERCE COMMISSION
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(Continued From Sheet No. 75.7)

If the Company, in its sole discretion, determines that a situation is or may be developing that would impede the efficient operation of the system in which adequate pressures may not be maintained or overall operational integrity could be threatened, or if such an event actually occurs, the Company is empowered to take such action it deems necessary to alleviate the situation so that it can provide safe and reliable service.

To alleviate the situation, the Company shall first request Suppliers to voluntarily increase or decrease nominations to the system, shift nominated volumes from certain pipeline citygate stations to other pipeline citygate stations, or take other actions that would alleviate the situation.

In the event such voluntary actions do not alleviate the situation, the Company will implement an Operation Flow Order ("OFO"). Suppliers will be notified of any OFO at least two hours before the Gas Industry Standards Board nomination deadline on the interstate pipelines that interconnect with the Company's facilities. Such OFO could change Required Daily Delivery and the Required Daily Delivery Range for the Suppliers. In addition, the Company may limit the quantity of gas accepted at certain citygate stations in a manner consistent with the Priority of Supply provision as described in Terms and Conditions. It is the Supplier's responsibility to arrange for delivery to any non-constrained citygate station. If such actions are insufficient to alleviate the situation, or if there is not sufficient time to implement the actions, the Company reserves the right to unilaterally take such actions as may be necessary to maintain system pressure and preserve the overall integrity of the Company's system (or any portion thereof) in the most cost effective manner available. The Company is authorized to use all the resources of its system to such ends, through the integrated operation of storage and supply received into the system, even though gas affected by such actions is not owned by the Company. Any such costs incurred to maintain the system under an OFO will be recovered from sales customers and participating Suppliers, though the Company's Rider 6, Gas Supply Cost, with a credit applied for any Operational Flow Order Non-Performance charges.

In the event that the Company implements an Operational Flow Order, the Company shall provide the Commission with a report detailing: the situation that required the Company to issue an OFO, changes in the Required Daily Delivery and the Required Daily Delivery Range of each Supplier, limitations placed on the quantity of gas delivered by each supplier to city-gate stations, any actions that Suppliers were required to take as a result of the OFO, the quantity of under-deliveries or over-deliveries of each supplier, OFO non-performance charges assessed to each supplier, the name of each supplier affected by the OFO, any actions that the Company undertook to resolve the situation (such as spot market purchases, exchange agreements, use of no-notice service, storage management, etc.) and documentation supporting the costs associated with such actions.

*** Standards of Conduct.**

As a condition of eligibility for service under this rider, the Supplier shall adhere to the following Standards of Conduct:

- (a) render all bills to Customers in clear and understandable language;
- (b) include the telephone number of the Supplier's customer information center and Nicor Gas' emergency number on all bills rendered to Customers;

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Supplier Aggregation Service

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(Continued From Sheet No. 75.8)

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- (c) provide a toll-free telephone exchange or a local telephone exchange number for Customers to contact the Supplier;
- (d) include a statement on all bills rendered to Customers indicating that service was rendered pursuant to the Company's Customer Select Program;
- (e) promptly notify any current or past customers of any billing adjustment for cancels and rebills;
- (f) establish Customer complaint procedures and respond to complaints promptly;
- (g) ensure that Customers are given adequate prior notice (15 days) of termination of commodity service from the Supplier prior to any applicable contract termination or at least 15 days notice in the event of non-payment of Supplier services for more than 45 days;
- (h) refrain from any direct marketing or soliciting under the Customer Select program before March 1, 2001;
- (i) refrain from direct marketing to Customers on the Company's "Do Not Contact List";
- (j) adhere to any applicable truth in advertising laws;
- (k) refrain from telemarketing to the Company's Customers between the hours of 9:00 P.M. and 8:00 A.M.;
- (l) refrain from changing or causing to be changed, the Customer's mailing address to a location accessible to the Supplier;
- (m) provide to each Customer added to or deleted from a Group they manage, a letter of explanation sent through the United States mail;
- (n) include as a minimum, the following information for voice recorded customer contract; name of Supplier, authorization of Supplier as agent, pricing of natural gas, other charges, contract termination charges (if any), Customer name, account number, and meter number; and
- (o) file with the Illinois Commerce Commission and provide to the Company a copy of bill formats, standard Customer contract and Customer complaint and resolution procedures, and provide a Supplier contact and telephone number prior to March 1, 2001 or the Supplier beginning participation in the Customer Select program, and on an on-going basis as warranted by changes in any of the above.

(Continued On Sheet No. 75.9.1)

**Rider 16
Supplier Aggregation Service**

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(Continued From Sheet No. 75.9)

ILLINOIS COMMERCE COMMISSION
CHIEF CLERK'S OFFICE

Failure to comply with the Standards of Conduct is a basis for removal as a qualified Supplier under Customer Select.

Company/Supplier/Customer Contracts.

The Supplier shall provide to the Company, by electronic data transmission, a listing of each Customer to be included in a Group. Such listing shall include the Customer's account number, name, address, meter number, tax identification number (optional) and/or social security number (optional). The Supplier warrants that it has obtained authorization from each Customer specifying the Supplier as the sole agent for the Customer and agrees to provide to the Company access to the agency agreements for purposes of auditing compliance. The Company, in turn, will notify the Supplier as to the Customer's beginning date of enrollment into the program. Thereafter, the Supplier shall notify each Customer of enrollment in the program. Customers shall be served under this Rider until they or their Supplier notifies the Company to terminate their participation.

General

The schedule of which this rider is a part includes certain Terms and Conditions. Service hereunder is subject to these Terms and Conditions including, but not limited to, Transportation Limitations and Amounts, and the Critical Day definition, including any changes authorized by the Commission subsequent to the initial effective date of this rider.

Filed with the Illinois Commerce Commission on August 11, 2000
Items in which there are changes are preceded
by an asterisk (*)

Effective September 25, 2000
Issued by - George M. Behrens
Vice President
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